

LEASE

THIS LEASE, made and executed in triplicate this 4<sup>th</sup> day of May, 1959, pursuant to the order of the Board of County Commissioners of King County, State of Washington, directing such lease, and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Records of King County Commissioners, by and between KING COUNTY, a municipal corporation, as Lessor, and F. D. BRYNER, as Lessee,

**WITNESSETH:**

1. That the Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby lease and demise unto the Lessee, and the said Lessee does hereby lease the following described premises situated on King County Airport, Boeing Field, in the County of King, State of Washington, to-wit:

Beginning at a point on the center line of Airport Way, in the Southeast Quarter (¼) of Section 28, Township 24 North Range 4 East, Willamette Meridian in King County, Washington, and said point being marked by a City of Seattle monument in a case at the northerly end of a curve on said Airport Way; thence South 51°08'37" West along radius of said curve a distance of 30. feet to the East boundary line of King County Airport; thence North 38°51'23" West a distance of 542.60 feet to the TRUE POINT OF BEGINNING; thence South 51°08'37" West a distance of 90. feet; thence North 38°51'23" West a distance of 35. feet to the point of curvature of a curve having a radius of 25. feet; thence along said curve to the right an arc distance of 39.27 feet; thence North 51°08'37" East a distance of 65. feet; thence South 38°51'23" East 60. feet to the TRUE POINT OF BEGINNING, an area containing 5266. square feet more or less,

with appurtenances, for a term of thirty-five (35) years beginning on the first day of May, 1959, and ending on the thirtieth day of April, 1994.

2. The rental to be paid for said premises shall be at the rate of FOUR CENTS (\$.04) per square foot per year for a total of TWO HUNDRED TEN DOLLARS AND SIXTY-FOUR CENTS (\$210.64) per annum, and shall be paid in the following manner, to-wit: The sum of FIFTY TWO DOLLARS AND SIXTY-FIVE CENTS (\$52.65) upon execution of this lease, the receipt of which is hereby acknowledged, and SEVENTEEN DOLLARS AND FIFTY-FIVE CENTS (\$17.55) on the first day of each and every month thereafter to and including the first day of February, 1994. From the FIFTY TWO DOLLARS AND SIXTY-FIVE CENTS (\$52.65) paid upon execution hereof, the sum of SEVENTEEN DOLLARS AND FIFTY-FIVE CENTS (\$17.55) shall apply in payment of the rent for the first month and the balance of THIRTY FIVE DOLLARS AND TEN CENTS (\$35.10) shall be applied, in the event the Lessee shall perform all of the covenants herein to be performed by the Lessee, as rent for the last two months of the term hereof.

3. If at any time during the term of this lease the Lessee shall fail to pay the rentals herein stipulated, then the Lessor, by and through its Board of County Commissioners, upon ten (10) days' written notice to the Lessee, or the persons in possession of said premises, shall have the power and right to declare this lease forfeited, and the Lessee's equity in any and all improvements placed on the property by the Lessee shall then become the property of the Lessor.

4. This lease shall not be assigned or subleased unless such assignment or sublease shall first be authorized by resolution of said Board of County Commissioners and the consent in writing of at least the majority of the members of said Board of County Commissioners be endorsed upon this lease.

5. Lessee agrees that at the expiration of the first five-year period of the term of this lease, and at the commencement of each and every five-year period of said term thereafter, the rental to be paid by the Lessee for and during each and every subsequent period respectively shall be readjusted and fixed, either by agreement between the Board of County Commissioners of King County and the Lessee or by the method of arbitration as provided in Chapter 41 of the Laws of 1951 of the State of Washington, to which full reference is herein made as if the chapter were fully set forth herein.

6. In the event of default by Lessee resulting in a forfeiture of this lease under any of the terms and conditions herein contained, all of the rentals paid under this lease shall be forfeited to the Lessor and shall be and remain the property of the Lessor as liquidated damages; and the Lessee, or its assignee, shall forfeit all rights and equity in any and all improvements upon said leased premises at the date of forfeiture, and upon such forfeiture, the Lessor shall have the right to re-enter said premises and take full and absolute possession thereof.

7. The Lessee agrees to begin construction of a building upon the property described above in accordance with plans and specifications to be approved by the King County Building Department and the Airport Manager, within a period of one year from the effective date of this lease and to complete said construction within a period of two years from the effective date of this lease. The structure so erected in the area leased herein is to be maintained by the Lessee in good condition and appearance and at the expiration of this lease said structure will become the property of King County, or be removed from the premises by Lessee at the option of the Board of King County Commissioners.

8. The leased premises are to be used by the Lessee for the following purposes:

the blending, packaging and shipping of products for aviation, automotive and marine engines as well as a business office in connection with said business.

9. If at any time during the life of this lease the Lessee shall use the premises for other than the purposes leased without first obtaining permission in writing from the Board of County Commissioners to do so, this lease shall be null and void.

10. It shall be the obligation of the Lessee to pay to the proper parties amounts due for electricity, water, telephone services, and all other utilities furnished to Lessee on the leased premises by such parties.

11. The Lessee also agrees that the Lessor or Lessor's agents shall be held harmless from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of any accident in or about the leased premises or from the Lessee's use or occupancy of said premises, and areas adjacent thereto, or caused by acts or neglect of the Lessee or any agent or employee of the Lessee. It is agreed that neither the Lessor nor its agent shall be liable for the death of or injury to any person in or about the premises, or for the loss of or damage to property of the Lessee. The Lessor shall not be liable to the Lessee or to any person for claims arising from any defect in the construction or the present condition of the premises, whether known or unknown, or for damage by storm, rain or leakage.

12. The Lessor, by and through its Board of County Commissioners, reserves the right to cancel this lease upon six (6) months' notice in writing to the Lessee or the persons in possession of the premises if the premises are required by the Lessor for the improvement or development of Boeing Field, and under such cancellation the Lessee or such persons in possession of the premises shall be reimbursed by the Lessor for the value of any improvements placed on the premises by the Lessee. In the event that the Lessor and the Lessee cannot agree upon the value of any improvements placed upon the premises herein described by the Lessee, the Lessor and the Lessee shall submit to have such value adjusted by arbitration in the manner following, to-wit: "The Lessee shall select one arbitrator and the Lessor shall select one, and the two so chosen shall select a third and such value shall be conclusively fixed by said Board of Arbitrators."

13. The Lessee shall allow Lessor and Lessor's agents free access to said premises at all reasonable times for the purposes of inspection of the same or of making repairs or alterations in the course of maintaining the airport and its facilities.

14. The Lessee shall have the right during the term of this lease to erect signs upon the premises hereby leased, provided that such signs be first approved in writing by the Lessor or its agent, and such signs so erected must be maintained in good condition and appearance.

15. Lessee in the conduct of its business in and on said premises will abide by and be governed by the rules and regulations promulgated by the Board of County Commissioners for King County, and the United States Government or any department thereof, and/or the State of Washington or any department thereof, for the governing of said Boeing Field.

16. The premises covered by this lease must be maintained in a clean and orderly condition consistent with other Airport properties and to the satisfaction of the Airport Manager. Failure of the Lessee to comply with this provision of the lease will be just cause for cancellation of the lease upon thirty (30) days' written notice from the Board of King County Commissioners. The Airport Manager shall be reasonable in his demands in this respect and the Lessee shall have the right to correct any complaints during the thirty (30) days given in the notice issued by the Board of King County Commissioners.

17. The Lessee agrees that if any agent or employee of the Lessee employed on the premises herein described shall be found to be unsatisfactory by reason of his acts or omissions on said Boeing Field, said agent or employee shall be promptly removed from the airport by the Lessee upon written notice to that effect signed by the Board of County Commissioners.

18. This lease is made pursuant to authority of Chapter 87, Laws of 1901; Chapter 162, Laws of 1913; Chapter 110, Section 2, Laws of 1941; Chapter 41, Laws of 1951; and Chapter 178, Laws of 1953 of the State of Washington, and all amendments thereto, and said laws are hereby and now incorporated in this lease and made a part hereof as fully as if set out word for word herein. This lease is also made subject to the limitations, restrictions and conditions of that Instrument of Transfer dated May 26, 1948, between the United States of America and King County, Washington, a municipal corporation.

IN WITNESS WHEREOF, this lease is executed in triplicate on behalf of King County, the Lessor, by the Board of County Commissioners, and the County Auditor, attested by his seal of office, and also executed by the Lessee on the day and year first above mentioned.

COUNTY OF KING, STATE OF WASHINGTON

Howard Odell  
HOWARD ODELL

Ed Munro  
ED MUNRO

Scott Wallace  
SCOTT WALLACE

ATTEST:

ROBERT A. MORRIS, Clerk of Board

BY: Ralph A. Stender

BOARD OF COUNTY COMMISSIONERS  
KING COUNTY, WASHINGTON

LESSOR

F. D. Bryner  
F. D. BRYNER

LESSEE

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 4<sup>th</sup> day of May, 1954, before me personally appeared HOWARD ODELL, ED MUNRO AND SCOTT WALLACE, to me known to be the County Commissioners of King County, Washington, and who together constitute the Board of County Commissioners of King County, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the official seal of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Yvonne Monk  
Notary Public in and for the State  
of Washington, residing at Seattle.

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 29<sup>th</sup> day of April, 1959, before me personally appeared J. D. Byrnes to me known to be the person who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said person, for the uses and purposes therein mentioned, and on oath stated that he were legally qualified to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Joan M. Ferris  
Notary Public in and for the State  
of Washington, residing at Seattle.

5/4/59  
Approved as to  
form and legality.  
K. J. Snell  
Deputy Pros. atty.